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## General Exclusions

The general exclusions below represent Lovett, Inc.

Once Lovett has been selected as the contractor to perform the scope of work, the owner must meet the financial terms of the contract. Lovett accepts no responsibility for individuals misrepresenting themselves as the authorized representative of the customer or owner. Permits, fees, abatement, or other requirements are not included unless specifically mentioned in this estimate. These costs, if any, will be identified and documented as soon as possible following discovery. The scope of work assumes the use of support facilities at the job site location (such as bathrooms) unless excluded in the scope of work. The scope of work assumes no cost will be applied to Lovett for utilities or services necessary to complete the scope of work such as, but not limited to, electricity or water.

This project must be reviewed by a Lovett technician prior to construction to determine the constructability as described by the scope of the proposal, including the verification of the pipe condition and location. If the project is found not to be constructible within the scope of work provided, a new scope of work will need to be agreed upon. Any price credits or increases will be agreed upon at this time. If the new price and scope of work are not agreed upon, the owner shall have the right to discontinue services. At that time the customer, will be credited the unused portion of the deposit and shall be free to hire another contractor to complete the work. The scope of work has been based on performing our work during normal business hours, Monday through Friday. No overtime premiums are included in the scope of work unless previously agreed upon. Any after-hours emergencies or overtime resulting from situations or conditions that are not the responsibility of Lovett are subject to a change order and supplemental expense to the customer.

\*The above property may contain utilities or structural reinforcements that may not be marked by locates or Ground Penetrating Radar. Lovett will not be responsible for any damage that may occur during the job to any unmarked underground/in-slab utilities or structural reinforcements.

Due to the nature of underground work, an unforeseen ground condition clause exists. If the ground condition does not allow Lovett to complete the tasks in the planned manner, all work will cease until a new price and scope are agreed upon by the customer and Lovett. Any surveying, engineering, or staking to accommodate the scope of work is to be completed and funded by the customer or parties other than Lovett. Lovett will not be responsible for any pre-existing conditions that may lead to failure or collapse of the foundation at the above address. Any evident cracks or separation of existing concrete that are noticed during excavation will be reported and all work will cease until an agreed upon method of completion is reached.

\*Due to varying requirements for street restoration, the owner shall be responsible for changes in restoration requirements within the right of way. IE: controlled density backfills or excessive saw cutting. Any and all work beyond the above scope is subject to a change order. At this time, all work will cease and until an agreed upon method of completion and payments are reached.

\*During construction of a residential sewer line, Lovett will not be responsible for any damage that may occur to the existing water service line, any clogs, or pressure loss. In the event the water service line shares common trench with the sewer lateral, it is recommended to have the water service line replaced at the same time.

\*Asbestos/Lead/Mold sampling, testing, and/or abatement, if necessary, shall be supplemental unless specifically included in the scope of work. All objects or potential obstructions that may impede completing the scope of work will be removed by the customer or their responsible party prior to starting the work. This scope covers visual or documented damage as described in this scope; any unforeseen damages discovered during the normal process of the job shall be supplemental. Hidden damages or costs including, but not limited to un-even surfaces, water damage, rot, decay/rust, electrical, HVAC, and plumbing code upgrades. If the scope of work needs to be rewritten, altered, or supplemented due to unforeseen damages, a new scope of work will need to be agreed upon by the customer and Lovett and any materially interested parties that may be impacted by the revised scope of work. If the new price and/or scope of work are not agreed upon, the customer and Lovett shall have the right to discontinue service. At that time, the customer will receive a credit for the remaining funds barring Lovett's expenses, and the customer will be free to hire another contractor to complete the scope of work.

\*The above price is good for 30 days from date of receipt; notification of award would be appreciated as soon as possible due to the potential lead time on some of the above materials.

## Terms:

Upon acceptance of this proposal Lovett requires that all customers that do not have a credit account with Lovett remit 50% of the bid amount upon acceptance and the remaining 50% the day of substantial completion. In the event that weather and/or scheduling delays cause the hard surface restoration or punch list item completion to be delayed, 90% of the total contract amount will be due the day final inspections are approved. Commercial customers that need to set up a credit account are subject to approval. Approval process may take up to 72 hours from receipt of the credit application. The project may be subject to progressive billing and down payment may be required due to substantial front loaded costs such as Materials, Sub-Contractors, Rentals or Labor. Lovett will not be subject to any contractual retainage. A 1-1/2% Finance Charge per month (equal to 18% per year) will be charged on all past due invoices, plus all attorney fees and court costs for collections.

Due to current market conditions, material prices are subject to change and are only valid for 15 days from the date of issue on the estimate. Lovett will charge the customer current market prices plus a markup at the time of estimate approval and signing.

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